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IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

13 Theresa Goodfellow,

14 Plaintiffs,

15 v.

16 Equifax Information Services, LLC.
17 Experian Information Solutions, Inc,
18 TransUnion LLC; Rocket Mortgage
LLC

19 Defendants.

CASE NO.: 2:24-cv-01072-JAM-DMC

PROTECTIVE ORDER

Complaint Filed: April 10, 2024

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22 PURSUANT TO THE STIPULATION OF THE PARTIES (“Stipulation for
23 Entry of Protective Order re Confidential Documents”), and pursuant to the Court’s
24 inherent and statutory authority, including but not limited to the Court’s authority
25 under the applicable Federal Rules of Civil Procedure and the United States District
26 Court, Eastern District of California Local Rules (including U.S. Dist. Ct., E.D. Cal.
27 L.R. 141, 141.1, 143, and 251); after due consideration of all of the relevant
28 pleadings, papers, and records in this action; and upon such other evidence or

1 argument as was presented to the Court; Good Cause appearing therefor, and in
2 furtherance of the interests of justice,

3 IT IS HEREBY ORDERED that:

4 1. PURPOSES AND LIMITATIONS

5 Discovery in this action is likely to involve production of confidential,
6 proprietary or private information for which special protection from public
7 disclosure and from use for any purpose other than pursuing this litigation may be
8 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
9 the following Stipulated Protective Order. The parties acknowledge that this Order
10 does not confer blanket protections on all disclosures or responses to discovery and
11 that the protection it affords from public disclosure and use extends only to the
12 limited information or items that are entitled to confidential treatment under the
13 applicable legal principles.

14 2. GOOD CAUSE STATEMENT

15 This action is likely to involve private consumer financial information and
16 confidential business information for which special protection from public
17 disclosure and from use for any purpose other than prosecution of this action is
18 warranted. Such confidential and proprietary materials and information consist of,
19 among other things, confidential business or financial information (including
20 mortgage account numbers and payment information), information regarding
21 confidential business practices, trade secrets, or other confidential or commercial
22 information (including information implicating privacy rights of third parties),
23 information otherwise generally unavailable to the public, or which may be
24 privileged or otherwise protected from disclosure under state or federal statutes,
25 court rules, case decisions, or common law. Accordingly, to expedite the flow of
26 information, to facilitate the prompt resolution of disputes over confidentiality of
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1 discovery materials, to adequately protect information the parties are entitled to keep
2 confidential, to ensure that the parties are permitted reasonable necessary uses of
3 such material in preparation for and in the conduct of trial, to address their handling
4 at the end of the litigation, and serve the ends of justice, a protective order for such
5 information is justified in this matter. It is the intent of the parties that information
6 will not be designated as confidential for tactical reasons and that nothing be so
7 designated without a good faith belief that it has been maintained in a confidential,
8 non-public manner, and there is good cause why it should not be part of the public
9 record of this case.

10 3. ACKNOWLEDGMENT OF UNDER SEAL FILING PROCEDURE

11 The parties further acknowledge, as set forth in Section 14.3, below, that this
12 Stipulated Protective Order does not entitle them to file confidential information
13 under seal; Local Civil Rule 141 sets forth the procedures that must be followed and
14 the standards that will be applied when a party seeks permission from the court to
15 file material under seal. There is a strong presumption that the public has a right of
16 access to judicial proceedings and records in civil cases. In connection with non-
17 dispositive motions, good cause must be shown to support a filing under seal. *See*
18 *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),
19 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*
20 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
21 stipulated protective orders require good cause showing), and a specific showing of
22 good cause or compelling reasons with proper evidentiary support and legal
23 justification, must be made with respect to Protected Material that a party seeks to
24 file under seal. The parties' mere designation of Disclosure or Discovery Material
25 as CONFIDENTIAL does not— without the submission of competent evidence by
26 declaration, establishing that the material sought to be filed under seal qualifies as
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1 confidential, privileged, or otherwise protectable—constitute good cause. Further,
 2 if a party requests sealing related to a dispositive motion or trial, then compelling
 3 reasons, not only good cause, for the sealing must be shown, and the relief sought
 4 shall be narrowly tailored to serve the specific interest to be protected. *See Pintos v.*
 5 *Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type
 6 of information, document, or thing sought to be filed or introduced under seal, the
 7 party seeking protection must articulate compelling reasons, supported by specific
 8 facts and legal justification, for the requested sealing order. Again, competent
 9 evidence supporting the application to file documents under seal must be provided
 10 by declaration.

11 Any document that is not confidential, privileged, or otherwise protectable in
 12 its entirety will not be filed under seal if the confidential portions can be redacted. If
 13 documents can be redacted, then a redacted version for public viewing, omitting only
 14 the confidential, privileged, or otherwise protectable portions of the document, shall
 15 be filed. Any application that seeks to file documents under seal in their entirety
 16 should include an explanation of why redaction is not feasible.

17 4. DEFINITIONS

18 4.1 Action: the current action of *Goodfellow v. Equifax Information*
 19 *Services, LLC., et. al.*, Case No. 2:24-cv-01072-JAM-DMC, pending in this Court.

20 4.2 Challenging Party: a Party or Non-Party that challenges the
 21 designation of information or items under this Order.

22 4.3 “CONFIDENTIAL” Information or Items: information (regardless of
 23 how it is generated, stored or maintained) or tangible things that qualify for
 24 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
 25 the Good Cause Statement.
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1 4.4 Counsel: Outside Counsel of Record and House Counsel (as well as
2 their support staff).

3 4.5 Designating Party: a Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL.”

6 4.6 Disclosure or Discovery Material: all items or information, regardless
7 of the medium or manner in which it is generated, stored, or maintained (including,
8 among other things, testimony, transcripts, and tangible things), that are produced
9 or generated in disclosures or responses to discovery.

10 4.7 Expert: a person with specialized knowledge or experience in a matter
11 pertinent to the litigation who has been retained by a Party or its counsel to serve
12 as an expert witness or as a consultant in this Action.

13 4.8 House Counsel: attorneys who are employees of a party to this Action.
14 House Counsel does not include Outside Counsel of Record or any other outside
15 counsel.

16 4.9 Non-Party: any natural person, partnership, corporation, association or
17 other legal entity not named as a Party to this action.

18 4.10 Outside Counsel of Record: attorneys who are not employees of a
19 party to this Action but are retained to represent a party to this Action and have
20 appeared in this Action on behalf of that party or are affiliated with a law firm that
21 has appeared on behalf of that party, and includes support staff.

22 4.11 Party: any party to this Action, including all of its officers, directors,
23 employees, consultants, retained experts, and Outside Counsel of Record (and their
24 support staffs).

25 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
26 Discovery Material in this Action.
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1 4.13 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 4.14 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL.”

7 4.15 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

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10 5. SCOPE

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or
14 compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial shall be governed by the orders of the
17 trial judge and other applicable authorities. This Order does not govern the use of
18 Protected Material at trial.

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20 6. DURATION

21 Once a case proceeds to trial, information that was designated as
22 CONFIDENTIAL or maintained pursuant to this protective order used and
23 introduced at trial becomes public and will be presumptively available to all
24 members of the public, including the press, unless compelling reasons supported
25 by specific factual findings to proceed otherwise are made to the trial judge in
26 advance of the trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing “good
27 cause” showing for sealing documents produced in discovery from “compelling
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reasons” standard when merits-related documents are part of court record).
Accordingly, the term of this protective order does not extend beyond the
commencement of the trial.

7. DESIGNATING PROTECTED MATERIAL

7.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items or oral or written communications that qualify so, that other portions of the material, documents, items or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

7.2 Manner and Timing of Designations.

Except as otherwise provided in this Order, or as otherwise stipulated or ordered, Disclosure of Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced. Designation in conformity with this Order requires:

1 (a) for information in documentary form (e.g., paper or
2 electronic documents, but excluding transcripts of depositions or other
3 pretrial or trial proceedings), that the Producing Party affix at a
4 minimum, the legend “CONFIDENTIAL” (hereinafter
5 “CONFIDENTIAL legend”), to each page that contains protected
6 material. If only a portion of the material on a page qualifies for
7 protection, the Producing Party also must clearly identify the protected
8 portion(s) (e.g., by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for
10 inspection need not designate them for protection until after the inspecting Party has
11 indicated which documents it would like copied and produced. During the inspection
12 and before the designation, all of the material made available for inspection shall be
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
14 documents it wants copied and produced, the Producing Party must determine which
15 documents, or portions thereof, qualify for protection under this Order. Then, before
16 producing the specified documents, the Producing Party must affix the
17 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
18 portion of the material on a page qualifies for protection, the Producing Party also
19 must clearly identify the protected portion(s) (e.g., by making appropriate markings
20 in the margins).

22 (b) for testimony given in depositions that the Designating
23 Party identifies the Disclosure or Discovery Material on the record,
24 before the close of the deposition all protected testimony.

25 (c) for information produced in some form other than
26 documentary and for any other tangible items, that the Producing Party
27 affix in a prominent place on the exterior of the container or containers in
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1 which the information is stored the legend “CONFIDENTIAL.” If only a
 2 portion or portions of the information warrants protection, the Producing
 3 Party, to the extent practicable, shall identify the protected portion(s).

4 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 5 failure to designate qualified information or items does not, standing alone, waive
 6 the Designating Party’s right to secure protection under this Order for such
 7 material. Upon timely correction of a designation, the Receiving Party must make
 8 reasonable efforts to assure that the material is treated in accordance with the
 9 provisions of this Order.

10 8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 8.1 Timing of Challenges. Any Party or Non-Party may challenge a
 12 designation of confidentiality at any time that is consistent with the Court’s
 13 Scheduling Order.

14 8.2 Meet and Confer. The Challenging Party shall initiate the meet and
 15 confer process prior to the filing of any motion.

16 8.3 The burden of persuasion in any such challenge proceeding shall be
 17 on the Designating Party. Frivolous challenges, and those made for an improper
 18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 19 parties) may expose the Challenging Party to sanctions. Unless the Designating
 20 Party has waived or withdrawn the confidentiality designation, all parties shall
 21 continue to afford the material in question the level of protection to which it is
 22 entitled under the Producing Party’s designation until the Court rules on the
 23 challenge.
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25 9. ACCESS TO AND USE OF PROTECTED MATERIAL

26 9.1 Basic Principles. A Receiving Party may use Protected Material that is
 27 disclosed or produced by another Party or by a Non-Party in connection with this
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1 Action only for prosecuting, defending or attempting to settle this Action. Such
 2 Protected Material may be disclosed only to the categories of persons and under
 3 the conditions described in this Order. When the Action has been terminated, a
 4 Receiving Party must comply with the provisions of section 15 below (FINAL
 5 DISPOSITION).

6 Protected Material must be stored and maintained by a Receiving Party at a
 7 location and in a secure manner that ensures that access is limited to the persons
 8 authorized under this Order.

9 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
 10 otherwise ordered by the court or permitted in writing by the Designating Party, a
 11 Receiving Party may disclose any information or item designated
 12 “CONFIDENTIAL” only to:

13 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
 14 well as employees of said Outside Counsel of Record to whom it is reasonably
 15 necessary to disclose the information for this Action;

16 (b) the officers, directors, and employees (including House Counsel)
 17 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom
 19 disclosure is reasonably necessary for this Action and who have signed the
 20 “Acknowledgment and Agreement to Be Bound” (Exhibit A)

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and Professional
 24 Vendors to whom disclosure is reasonably necessary for this Action and who have
 25 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);
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1 (g) the author or recipient of a document containing the information or
2 a custodian or other person who otherwise possessed or knew the information;

3 (h) during their depositions, witnesses, and attorneys for witnesses, in
4 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
5 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
6 they will not be permitted to keep any confidential information unless they sign
7 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless
8 otherwise agreed by the Designating Party or ordered by the court. Pages of
9 transcribed deposition testimony or exhibits to depositions that reveal Protected
10 Material may be separately bound by the court reporter and may not be disclosed
11 to anyone except as permitted under this Stipulated Protective Order; and

12 (i) any mediators or settlement officers and their supporting
13 personnel, mutually agreed upon by any of the parties engaged in settlement
14 discussions.
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16 10. PROTECTED MATERIALS SUBPOENAED OR ORDERED
17 PRODUCED IN OTHER LITIGATION

18 If a Party is served with a subpoena or a court order issued in other litigation
19 that compels disclosure of any information or items designated in this Action as
20 “CONFIDENTIAL,” that Party must:

21 (a) promptly notify in writing the Designating Party. Such
22 notification shall include a copy of the subpoena or court order;

23 (b) promptly notify in writing the party who caused the
24 subpoena or order to issue in the other litigation that some or all of the
25 material covered by the subpoena or order is subject to this Protective
26 Order. Such notification shall include a copy of this Stipulated Protective
27 Order; and
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(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

- (1) promptly notify in writing the Requesting Party and the NonParty that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
- (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
- (3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this

1 Order, and (d) request such person or persons to execute the “Acknowledgment an
2 Agreement to Be Bound” attached hereto as Exhibit A.

3 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
4 OTHERWISE PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain
6 inadvertently produced material is subject to a claim of privilege or other protection,
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
8 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
9 may be established in an e-discovery order that provides for production without prior
10 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
11 parties reach an agreement on the effect of disclosure of a communication or
12 information covered by the attorney-client privilege or work product protection, the
13 parties may incorporate their agreement in the stipulated protective order submitted
14 to the court.
15

16 14. MISCELLANEOUS

17 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
18 person to seek its modification by the Court in the future.

19 14.2 Right to Assert Other Objections. By stipulating to the entry of this
20 Protective Order, no Party waives any right it otherwise would have to object to
21 disclosing or producing any information or item on any ground not addressed in
22 this Stipulated Protective Order. Similarly, no Party waives any right to object on
23 any ground to use in evidence of any of the material covered by this Protective
24 Order.

25 14.3 Filing Protected Material. A Party that seeks to file under seal any
26 Protected Material must comply with Local Civil Rule 141. Protected Material
27 may only be filed under seal pursuant to a court order authorizing the sealing of the
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1 specific Protected Material. If a Party's request to file Protected Material under
2 seal is denied by the court, then the Receiving Party may file the information in the
3 public record unless otherwise instructed by the court.

4 15. FINAL DISPOSITION

5 After the final disposition of this Action, as defined in paragraph 6, within 60
6 days of a written request by the Designating Party, each Receiving Party must return
7 all Protected Material to the Producing Party or destroy such material. As used in
8 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
9 summaries, and any other format reproducing or capturing any of the Protected
10 Material. Whether the Protected Material is returned or destroyed, the Receiving
11 Party must submit a written certification to the Producing Party (and, if not the same
12 person or entity, to the Designating Party) by the 60-day deadline that (1) identifies
13 (by category, where appropriate) all the Protected Material that was returned or
14 destroyed and (2) affirms that the Receiving Party has not retained any copies,
15 abstracts, compilations, summaries or any other format reproducing or capturing any
16 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
17 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
18 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
19 reports, attorney work product, and consultant and expert work product, even if such
20 materials contain Protected Material. Any such archival copies that contain or
21 constitute Protected Material remain subject to this Protective Order as set forth in
22 Section 6 (DURATION).

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3 16. VIOLATION

4 Any violation of this Order may be punished by appropriate measures
5 including, without limitation, contempt proceedings and/or monetary sanctions.

6 **IT IS SO ORDERED.**

7 **Dated: March 4, 2025**

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9
10 DENNIS M. COTA
11 UNITED STATES MAGISTRATE
12 JUDGE

13
14
15 **EXHIBIT A**

16 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

17 I, _____ [print or type full name], of
18 _____ [print or type full address],
19
20 declare under penalty of perjury that I have read in its entirety and understand the
21 Stipulated Protective Order that was issued by the United States District Court for
22 the Eastern District of California on _____ [Date] in the case of
23 *Goodfellow v. Equifax Information Services, LLC., et. al.*, Case No. 2:24-cv-
24 01072-JAM-DMC. I agree to comply with and to be bound by all the terms of this
25 Stipulated Protective Order and I understand and acknowledge that failure to so
26 comply could expose me to sanctions and punishment in the nature of contempt. I
27 solemnly promise that I will not disclose in any manner any information or item
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1 that is subject to this Stipulated Protective Order to any person or entity except in
2 strict compliance with the provisions of this Order.

3 I further agree to submit to the jurisdiction of the United States District
4 Court for the Eastern District of California for the purpose of enforcing the terms
5 of this Stipulated Protective Order, even if such enforcement proceedings occur
6 after termination of this action.

7 I hereby appoint _____ [print or type
8 full name] of
9 _____ [print or
10 type full address and telephone number] as my California agent for service of
11 process in connection with this action or any proceedings related to enforcement of
12 this Stipulated Protective Order.
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14 Date: _____

15 City and State where sworn and signed: _____

16 Printed name: _____

17 Signature: _____
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